

Prepared by:
Antonio Owen
1783 S. Patrick Drive
Indian Harbour Beach, FL 32937

Date: May 20, 2026

BINDING DEVELOPMENT PLAN

THIS AGREEMENT, entered into this _____ day of _____, 20____, between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County," and **E & S FREDERICK HOLDINGS, LP, a Texas limited partnership**, hereinafter referred to as the "Developer/Owner."

RECITALS

WHEREAS, Developer/Owner owns certain real property located in Brevard County, Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property"; and

WHEREAS, the Property is located on the north side of Grove Boulevard, approximately 0.24 miles west of North Courtenay Parkway, Merritt Island, Brevard County, Florida, Tax Account No. **2455061**, District 2; and

WHEREAS, pursuant to Brevard County Zoning Case No. **26Z00004**, Developer/Owner requested a rezoning of the Property from **AU, Agricultural Residential**, to **RU-2-15, Medium-Density Multiple-Family Residential**, for development of a senior citizen residential apartment community; and

WHEREAS, the Board of County Commissioners approved the rezoning request on **May 7, 2026**, subject to this Binding Development Plan; and

WHEREAS, as part of its rezoning approval, the Board of County Commissioners approved the rezoning subject to the motion to limit the structures to single-story, residence for senior citizens, and all permitted uses of RU-1-9 that is compatible with the surrounding area; and

WHEREAS, the Developer/Owner purchased the Property from Dominique F. Culpepper, Ralph M. Williams, III, Ralph Williams, IV and Erikka Williams ("Previous Owners") on May 15, 2026, roughly eight (8) days after the Board approved the requested rezoning, but before this Binding Development Plan could be fully executed and recorded; and

WHEREAS, the Previous Owners were the original applicants seeking the rezoning and failed to notify the County of their desire to sell the Property to the Developer/Owner; and

WHEREAS, the Developer/Owner acknowledges and agrees to the terms and conditions outlined in this Binding Development Plan.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Agreement by this reference.

2. County Not Responsible. The County shall not be required or obligated in any way to construct, maintain, or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Developer/Owner, its grantees, successors, assigns, or other responsible party shall be responsible for the construction and maintenance of any improvements on the Property.

3. Conditions of Development. Development of the property shall be limited to single-story, housing for senior citizens. If the property is not developed for that purpose, it may alternatively be developed with uses permitted under the RU-1-9 zoning classification, provided such development is compatible with the surrounding area.

4. Recording Costs. Developer/Owner, upon execution of this Agreement, shall pay to the Clerk of Court all costs of recording this Agreement in the Public Records of Brevard County, Florida.

5. Compliance with Regulations. Developer/Owner shall comply with all applicable regulations and ordinances of Brevard County, Florida. This Agreement constitutes Developer/Owner's agreement to meet additional standards or restrictions in developing the Property. This Agreement provides no vested rights against changes to the Brevard County Comprehensive Plan or land development regulations as they may apply to this Property.

6. Binding Effect; Runs with the Land. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned. This Agreement shall be binding upon any person, firm, corporation, partnership, limited liability company, or other entity who may become the successor in interest directly or indirectly to the subject Property, and shall be subject to the above-referenced conditions as approved by the Board of County Commissioners on **May 7, 2026**. In the event the subject Property is annexed into a municipality and rezoned, this Agreement shall be null and void.

7. Violation and Enforcement. Violation of this Agreement shall constitute a violation of the zoning classification and of this Agreement. This Agreement may be enforced by Sections 1-7 and 62-5 of the Code of Ordinances of Brevard County, Florida, as may be amended.

8. Conditions Precedent. All mandatory conditions set forth in this Agreement mitigate the potential for incompatibility and shall be satisfied before Developer/Owner may implement the approved use or uses, unless stated otherwise. The failure to timely comply with any condition is a violation of this Agreement and constitutes a violation of the zoning classification and is subject to enforcement action as described above.

9. Severability. If any provision of this Binding Development Plan is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

COUNTY SIGNATURE BLOCK

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
2725 Judge Fran Jamieson Way
Viera, FL 32940

Rachel M. Sadoff, Clerk of Court

(SEAL)

Thad Altman, Chair

As approved by the Board on: May 7, 2026

DEVELOPER / OWNER SIGNATURE BLOCK

Signed, sealed, and delivered in the presence of:

WITNESSES:

E & S FREDERICK HOLDINGS, LP,
a Texas limited partnership



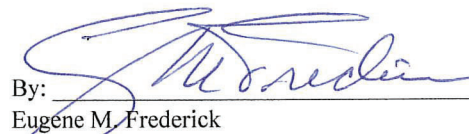
Witness Signature

Juan Ibarra

Witness Name, typed or printed

200 W Royal Blvd Malakoff TX 75148

Witness Address


By: _____
Eugene M. Frederick
Title: MANAGER

Address: 27 Harbour View
Humacao, PR 00791



Witness Signature

Kasey Jamison

Witness Name, typed or printed

200 W Royal Blvd

Witness Address Malakoff, TX. 75148

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA §

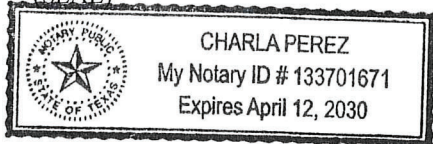
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this 30 day of June, 2024, by Eugene Frederick, as manager of **E & S Frederick Holdings, LP**, a Texas limited partnership, on behalf of the partnership.

Such person is ____ personally known to me or ____ has produced Puerto Rico as identification.

My commission expires: 04-12-30

(SEAL)



Charla Perez
Notary Public

Charla Perez
(Name typed, printed or stamped)

EXHIBIT A

Legal Description of Property

Plat Book/Page: 0002/0098

Subdivision Name: NEVINS SUBD OF PT OF SECS 23,26

Land Description: NEVINS SUBD OF PT OF SECS 23,26 SE 1/4 OF LOT 15